

# EXHIBIT A

1 Lon J. Dale, Esq.  
2 Michael D. Bybee, Esq.  
3 MILODRAGOVICH, DALE  
& STEINBRENNER, P.C.  
4 620 High Park Way  
P.O. Box 4947  
5 Missoula, Montana 59806-4947  
Telephone: (406) 728-1455  
6 Fax No: (406) 549-7077  
lon@bigskylawyers.com  
mbybee@bigskylawyers.com

*Attorneys for Plaintiff Daniel G. Rodoni*

FILED MAR 21 2018  
SHIRLEY E. JUST, CLERK  
By [Signature] Deputy

8 MONTANA FOURTH JUDICIAL DISTRICT, MISSOULA COUNTY

9 DANIEL G. RODONI,

10 Plaintiff,

11 -vs-

12 ROYAL OUTDOOR PRODUCTS,  
13 INC., WESTLAKE CHEMICAL  
CORPORATION, ROYAL GROUP  
14 INC., AXIALL CORPORATION, THE  
HOME DEPOT, INC., HOME  
15 DEPOT U.S.A., INC., and JOHN  
DOES 1 THROUGH 10,

16 Defendants.

Case  
Dept. No. DV-18-339  
Cause No. 1 Leanne Hoffman

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**

17  
18 COMES NOW Plaintiff Daniel G. Rodoni, by and through  
19 undersigned counsel, and for his Complaint, alleges as follows:

**PARTIES**

20  
21 1. Plaintiff, DANIEL G. RODONI ("Rodoni"), is, and at all times  
22 relevant to this Complaint was, a citizen of the State of Montana, residing  
23 in Missoula County.

24 2. Defendant ROYAL OUTDOOR PRODUCTS, INC. ("ROYAL  
25 OUTDOOR") is, upon information and belief and at all times relevant to this  
26 Complaint was, a corporation organized and existing under the laws of the  
27 State of Indiana, with its principal place of business located in Atlanta,  
28 Georgia.

1           3.     Upon information and belief, Defendant ROYAL OUTDOOR is  
2 a division of Defendant ROYAL GROUP, INC. ("ROYAL GROUP"), a  
3 corporation organized under the laws of the Country of Canada, with its  
4 principal place of business located in Woodbridge, Ontario, Canada.

5           4.     In approximately 2006, Georgia Gulf Corp. ("Georgia Gulf")  
6 acquired Defendant ROYAL GROUP through a stock acquisition. Georgia  
7 Gulf was a corporation organized under the laws of the State of Delaware,  
8 with its principal place of business located in Atlanta, Georgia.

9           5.     In approximately 2013, Georgia Gulf merged with a wholly-  
10 owned subsidiary of PPG Industries, Inc. and became Defendant AXIALL  
11 CORPORATION ("AXIALL"), a corporation organized under the laws of the  
12 State of Delaware, with its principal place of business located in Houston,  
13 Texas.

14           6.     Defendant AXIALL is a subsidiary of Defendant WESTLAKE  
15 CHEMICAL CORPORATION ("WESTLAKE"), a corporation organized  
16 under the laws of the State of Delaware, with its principal place of business  
17 located in Houston, Texas.

18           7.     Defendant THE HOME DEPOT, INC. ("HOME DEPOT") is a  
19 corporation organized under the laws of the State of Delaware, with its  
20 principal place of business located in Atlanta, Georgia.

21           8.     Defendant HOME DEPOT U.S.A., INC. ("HOME DEPOT USA")  
22 is, upon information and belief, a wholly owned subsidiary of HOME  
23 DEPOT, organized under the laws of the State of Delaware, with its  
24 principal place of business located in Atlanta, Georgia.

25           9.     Defendants DOES ("DOES") 1 through 10 are divisions,  
26 subsidiaries, successor companies, or otherwise involved in the design,  
27 manufacture, or distribution of deck railing but are currently unknown to  
28 Plaintiff.

**JURISDICTION AND VENUE**

10. Venue is proper pursuant to Mont. Code Ann. § 25-2-121 and § 122 as Missoula County is where the contract performance occurred and where the tort occurred.

11. Jurisdiction is proper in Missoula County as it is where the tort occurred, and where Defendants conducted business, thus availing themselves to the privileges and protections of Montana law.

**GENERAL ALLEGATIONS**

12. On April 4, 2015, Rodoni visited his cousin at his cousin's private residence located at 5004 Elk Hills Ct., Missoula, Montana.

13. Rodoni was socializing on a second-story balcony which was secured by deck railing.

14. The deck railing was designed and manufactured by ROYAL OUTDOOR.

15. ROYAL OUTDOOR was a division of ROYAL GROUP.

16. Upon information and belief, either ROYAL OUTDOOR or ROYAL GROUP distributed the deck railing to HOME DEPOT and/or HOME DEPOT USA for sale to the public.

17. The deck railing arrived at HOME DEPOT and/or HOME DEPOT USA in the same condition as when it left the care, custody and control of ROYAL GROUP and/or ROYAL OUTDOORS.

18. HOME DEPOT and/or HOME DEPOT USA sold the deck railing to Rodoni's cousin who installed the deck railing on his second-story balcony.

19. On April 4, 2015, when Rodoni was visiting his cousin, Rodoni gently leaned against the deck railing.

20. Immediately upon contact with the deck railing, the railing failed.

1        21. The failure caused Rodoni to fall approximately fifteen (15) feet  
2 onto pavement.

3        22. The impact on the pavement caused Rodoni to suffer  
4 compression fractures in this lumbar spine and a fracture in his foot.

5        23. Rodoni has faced other related and on-going medical issues  
6 due to the failure of the deck railing.

7        24. The deck railing was constructed of polyvinyl chloride (PVC).

8        25. The deck railing failed because ROYAL OUTDOORS utilized  
9 an adhesive to construct the deck railing which is incompatible with the  
10 type of PVC utilized in the construction of the deck railing.

11       26. Specifically, ROYAL OUTDOORS utilized an ester plasticizer to  
12 secure the vertical portions of the deck railing to the horizontal portions.

13       27. The use of the ester plasticizer as an adhesive caused the PVC  
14 to become brittle and susceptible to failure.

15       28. ROYAL OUTDOOR designed and manufactured the deck  
16 railing.

17       29. ROYAL OUTDOOR was a division of ROYAL GROUP.

18       30. In 2006, Georgia Gulf acquired all of the outstanding common  
19 stock of ROYAL GROUP.

20       31. In approximately 2006, Georgia Gulf began manufacturing  
21 vinyl-based products, such as the deck railing, under the ROYAL GROUP  
22 brand, which includes ROYAL OUTDOOR.

23       32. In approximately 2013, Georgia Gulf merged with another  
24 company and changed its name to AXIALL.

25       33. AXIALL manufactures vinyl-based products, such as the deck  
26 railing, under the ROYAL GROUP brands.

27       34. In approximately 2016, WESTLAKE acquired AXIALL, including  
28 its debts and liabilities.

1 35. Rodoni's damages as herein alleged were caused by the  
2 ROYAL OUTDOOR and the other named Defendants, and each of them  
3 are successors in interest, parent corporations, or companies under the  
4 WESTLAKE umbrella and are all legally responsible for Rodoni's damages.

5 **COUNT I**  
6 **(Product Liability - Strict Liability)**  
7 **Defendants ROYAL, ROYAL GROUP, AXIALL, and WESTLAKE**

8 36. Rodoni re-alleges Paragraphs 1 through 35 above.

9 37. Defendants are divisions, subsidiaries, parent companies, or  
10 otherwise part of a vertically integrated business under the WESTLAKE  
11 umbrella.

12 38. Defendants controlled all aspects of production from raw  
13 materials, design, manufacture, and distribution of the deck railing.

14 39. Defendants are engaged in the business of producing and  
15 using PVC in the manufacture of various home-improvement products,  
16 including the deck railing at issue herein.

17 40. Defendants designed and manufactured the deck railing at  
18 issue herein.

19 41. Defendants placed the pre-manufactured deck railing at issue  
20 herein into the stream of commerce.

21 42. When the Defendants placed the completed deck railing into  
22 the stream of commerce, it was in a defective condition that was  
23 unreasonably dangerous to the user or consumer.

24 43. When the deck railing reached the end user or consumer, it  
25 was in the same condition as it was when it left Defendants' care, custody  
26 and control.

27 44. Defendants' design was defective and pre-destined to fail due  
28 to the use of ester plasticizer in the design and manufacture of the deck  
railing.

1 45. The deck railing did fail and injured Rodoni.

2 46. Rodoni was injured while using the deck railing in a reasonable  
3 and foreseeable manner.

4 47. Rodoni suffered and continues to suffer damages in an amount  
5 to be proven at trial.

6 **COUNT II**  
7 **(Products Liability - Strict Liability)**  
8 **Defendants HOME DEPOT and HOME DEPOT USA**

9 48. Rodoni re-alleges Paragraphs 1 through 47 above.

10 49. Defendants HOME DEPOT and HOME DEPOT USA are in the  
11 business of marketing and selling do-it-yourself home improvement  
12 products such as the deck railing at issue herein.

13 50. Defendants HOME DEPOT and HOME DEPOT USA sold the  
14 deck railing at issue herein in about 2006.

15 51. When Defendants HOME DEPOT and HOME DEPOT USA  
16 sold the deck railing, the deck railing was in a defective condition that was  
17 unreasonably dangerous to the user or consumer.

18 52. When Defendants HOME DEPOT and HOME DEPOT USA  
19 sold the deck railing, the deck railing was in the same or substantially the  
20 same condition as when it left the manufacturer.

21 53. Due to the defective and unreasonably dangerous condition of  
22 the deck railing, Rodoni sustained and continues to sustain serious injuries  
23 by his reasonable and foreseeable use of the deck railing.

24 54. Defendants HOME DEPOT and HOME DEPOT USA sold a  
25 defective and unreasonably dangerous deck railing that caused, and  
26 continues to cause, Rodoni damages in an amount to be proven at trial.

27 //

28 //

//

**COUNT III**  
**(Products Liability - Strict Liability**  
**(Fictitious Defendants)**  
**Defendants DOES 1 through 10**

55. Rodoni re-alleges Paragraphs 1 through 54 above.

56. Defendants DOES 1 through 10 are subsidiaries, parent companies, divisions, or entities currently unknown to Plaintiff who either designed, manufactured, marketed, distributed, tested, or otherwise contributed to the development of the deck railing at issue herein.

57. Defendants DOES 1 through 10 developed, marketed, designed and/or manufactured the deck railing such that it was in a defective condition unreasonably dangerous to the end consumer or user.

58. Defendants DOES 1 through 10 expected and intended the deck railing to reach the end consumer or user, such as Rodoni.

59. The defective and unreasonably dangerous deck railing did reach the end consumer or user, Rodoni, in the same or substantially the same condition as it was when manufactured.

60. The deck railing was defective and unreasonably dangerous and caused, and continues to cause, Rodoni damages in an amount to be proven at trial.

**WHEREFORE**, Plaintiff, DANIEL G. RODONI, prays for judgment against Defendants, and each of them, as follows:

1. Damages as permitted by law and determined by the fact finder;

2. For an award of past and future general and special damages, including past and future medical expenses;

3. For pain and suffering and loss of established course of life damages;

4. For loss of earning capacity and diminished work life damages;



1        5.     General damages allowable under Montana law according to  
2 proof;

3        6.     For costs of suit herein incurred; and

4        7.     For such other and further relief as the Court may deem just  
5 and proper.

6                    **DEMAND FOR JURY TRIAL**

7     Plaintiff hereby demands a Jury Trial.

8     DATED this 21<sup>st</sup> day of March, 2018.

9                    MILODRAGOVICH, DALE  
10                   & STEINBRENNER, P.C.  
11                   Attorneys for Plaintiff

12     By:   
13                   Lon J. Dale

14     13701/2 (LJD:lhbm)

15     LAWDDOCS\DOCS\CLIENTFLA\13701\002\CMP\00789201.WPD